

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky Non-Profit Organization, ("Organization") with a mailing address of PO Box 11610, Lexington, KY 40508.

### **WITNESSETH**

WHEREAS, it is the public policy of the Lexington-Fayette Urban County Government to encourage, promote, and support economic development, new job training, and job placement for the public purposes of providing employment opportunities for its residents and alleviating conditions of unemployment and poverty and it wishes to provide funding related to these purposes to certain qualified entities through the use of contingent funding agreements; and

WHEREAS, the Government utilized criteria related to these purposes and an application and screening process in selecting which entities, including the Organization, would be eligible to receive funding pursuant to an agreement; and

WHEREAS, through this process and additional negotiations with the Organization, the Organization has agreed to commit to assisting individuals in training

toward Class B CDL licensure or certification, with at least 24 of those individuals receiving a license or certification; and

WHEREAS, the requirements of the Organization's program, including the required number of participants served, is more particularly described herein; and

WHEREAS, it is in the public interest that the Government make a commitment of financial resources in order to encourage and support economic development endeavors, including job training and placement through the use of this type of funding agreement.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants herein expressed, which is acknowledged and agreed to be sufficient consideration, the Government and the Organization agree as follows:

1. The above recitals are incorporated herein as part of this Agreement.

2. Definitions: For the purposes of this Agreement:

"Year One" shall be July 1, 2024, to June 30, 2025.

"Year Two" shall be July 1, 2025, to June 30, 2026.

"Workforce Development Manager" shall be the Workforce Development Manager of the Lexington-Fayette Urban County Government or its equivalent.

3. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Scope of Work

b. Exhibit “B” – Workforce Development Grant Policies and Guidelines

c. Exhibit “C” – Program Budget

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit “A”, and “B” and “C” in that order.

4. This Agreement is intended to commence on July 1, 2024, and end on June 30, 2025, unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is provided to the Organization. Subject to the budgeting of funds in future years and the Organization’s fulfillment of the requirements of this Agreement for Year One, this Agreement shall be automatically extended for another one-year term through Year Two.

5. In the event of termination of this Agreement by Government as provided for in Section 4 above, Organization shall be entitled to compensation due under this Agreement as the services rendered bears to the services required.

6. Services in Year One

6.1 In return for full performance of the terms of this Agreement by the Organization, which shall include providing the services more fully described in Exhibit A to a minimum of 24 separate individuals, in Year One, Government agrees to pay the Organization an amount not to exceed \$40,000.00 as reimbursement after receipt of a proper invoice in accordance with the provisions of this Agreement.

6.2 The Organization understands and agrees that, as a condition of receiving funds under this Agreement, at least 24 individuals will obtain a license or certification in Year One as a result of the training provided by Organization in the fields and programs provided in its Scope of Work.

## 7. Services in Year Two

7.1 In return for full performance of the terms of this Agreement by the Organization, which shall include providing the services more fully described in Exhibit A to a minimum of 24 separate individuals, in Year Two, Government agrees to pay the Organization an amount not to exceed \$40,000.00 as reimbursement after receipt of a proper invoice in accordance with the provisions of this Agreement, if this Agreement is extended to Year Two.

7.2 The Organization understands and agrees that, as a condition of receiving funds under this Agreement, at least 24 individuals will obtain a license or certification in Year Two as a result of the training provided by Organization in the fields and programs provided in its Scope of Work.

7.3 If, at the end of Year One, the required number of individuals have not received licensure or certification as a result of the training program described in Exhibit A, the number required to receive certification or licensure for Year Two provided in Sections 7.1 and 7.2 shall be reduced to the number that received licensure or certification in Year One. Any funds described in 7.1 shall be reduced commensurate to the reduction in the number of individuals required to receive certification or licensure on a per capita basis.

7.4 If, at the end of Year Two, the Government receives documentation that less than one hundred percent (100%) of the total number of individuals required to receive a license or certification through the program provided in Exhibit A have received said license or certification within that year, the Organization shall be ineligible for funds in the next grant cycle, at the discretion of the Government.

7.5 Any funds provided by Government for performance of the terms of this Agreement for Year Two shall be contingent on the funds being available and budgeted. If insufficient funds are available and budgeted to provide the total sum stated above for Year Two, the amount provided for Year Two shall be reduced by the Government commensurate with the amount of funds budgeted and available. If this occurs, the number of individuals required to be served with the funds shall be reduced in proportion to the reduction in funding provided by the Government.

## 8. Invoicing

8.1 The Organization shall invoice the Government on a quarterly basis for reimbursement of actual expenditures incurred and must include the quarterly report described in Sections 15 and 16.

8.2 Eligible Expenses. The Organization may only invoice for those expenses provided in the budget provided in Exhibit C. Notwithstanding the foregoing, a minimum of fifty percent (50%) of funds received under this Agreement must be spent on direct participant certification/licensure training services or direct participant activities/supportive services, such as tuition, transportation costs, testing fees, uniforms, and identification costs. Direct

participant certification/licensure training services or direct participant activities/supportive services do not include staff salaries or benefits or other administrative costs. The Workforce Development Manager shall make the final decision regarding whether an invoiced expense is eligible under this Agreement.

8.3 Proof of Expenditure. Organization's invoice must include documentation indicating the expenditure was incurred and is eligible to be reimbursed pursuant to this Section. The Workforce Development Manager, in his or her sole discretion, shall make the final determination regarding adequacy of the documentation and approval of invoices.

9. Organization represents that the services specified in Exhibit A would not have been delivered to these participants without the funds provided in this Agreement and understands that the Government is relying upon this representation as a condition of providing the funds.

10. The Organization agrees to adhere to the program's budget as fully described in Exhibit C, which is attached hereto and incorporated by reference, to provide the required services. Any alteration in the budget for such services constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Economic Development Investment Board and the Urban County Council. The Organization further agrees that any salary increases shall not be derived from the funds provided by this Agreement.

11. Organization understands and agrees that at least seventy-five percent (75%) of those receiving licensure or certification shall either be Fayette County residents or work in Fayette County.

12. Organization shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Any alteration in the duties and services provided herein constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Economic Development Investment Board and the Urban County Council.

13. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations that in any manner would affect the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein; and further agrees to indemnify, release, and hold harmless Government, its officers, agents, and employees against any and all claims or liability arising from or based upon Organization's violation of any such laws, ordinances, or regulations. The Organization shall repay the full funds received under this Agreement if it fails to observe and comply with such laws, ordinances, and regulations during the funding period.

14. The Organization represents that at all times relevant to this Agreement it shall remain in good standing with the Government as to any required registrations or certifications and shall timely pay any taxes, fees, fines, or penalties owed. Organization further represents that it has filed any federal, state or local income tax returns required by

law in the legally prescribed time and manner and shall provide copies of the same to Organization upon request.

15. The Organization shall, by the tenth day of October, January, April, and July of each respective term, submit electronically to the CDO, in the form provided by the Workforce Development Manager, a report containing documentation that the duties and services required in Exhibit A are being fulfilled for the previous quarter. Absent extenuating circumstances, failure to electronically submit the quarterly report described herein by the required date shall result in the Organization repaying the full funds received under this Agreement. In addition, Organization may be required to present a progress report as to its activities before the Economic Development Investment Board at the call of the chair, or as otherwise instructed by the Government.

16. The Organization agrees to complete the quarterly reports required above in good faith and to the satisfaction of the Workforce Development Manager. Any report deemed deficient by the Workforce Development Manager shall be remedied by the Organization within one month of notice thereof. The Organization further agrees that a representative of the Organization shall attend any quarterly meeting requested by the Workforce Development Manager. Absent extenuating circumstances, failure to comply with Sections 15 and 16 shall result in repayment of the funds received under this Agreement by the Organization for the applicable year.

17. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds,



notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the Government funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

18. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, at all times, have access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

19. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

20. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint

process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

21. Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. Organization further agrees to submit a copy of its most recent audit before any payment is provided by the Government under this Agreement.

22. The Organization and any of its agents agrees to defend, indemnify and save harmless LFUCG, its employees, volunteers and elected officials, from and against all liabilities, claims, actions, expenses, obligations, losses, fines, and assessments resulting from or arising out of any error or omission, negligence or intentional misconduct, or any other action relating to the provision of the services specified herein. Indemnification will include, in addition to the above, attorney's fees, costs related to investigation and defense and any other expenses related to any such claim, action or proceeding. The Organization will not be liable for such claims, actions, obligations, losses, fines, penalties and assessments resulting from or arising out of any error or omission, negligence or intentional misconduct of LFUCG, its agents, and employees. This provision shall survive the termination of this Agreement.

23. Failure to comply with any covenant, agreement, condition, representation, or other provision contained or referred to in this Agreement in which a penalty is not otherwise

provided herein, shall be a default of this Agreement and shall result in repayment of all grant funds received and the Agreement shall be considered void.

24. This Agreement is non-assignable, and the Organization shall not assign its duties, obligations, or responsibilities under this Agreement to any other person or entity.

25. The parties agree that the Organization is an independent contractor and in no way will it or its employees or agents be viewed or treated as employees of the Government.

26. This Agreement and its enforcement shall be interpreted and subject to the laws of the Commonwealth of Kentucky and any related court action shall only be filed in Fayette County, Kentucky.

27. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

28. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization: Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.

PO Box 11610, Lexington, KY 40508

Att: Melissa Tibbs, Board Chair (or as otherwise designated in writing by Organization)

For Government: Lexington-Fayette Urban County Gov.

200 East Main Street

Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties have executed this Agreement at  
Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Abigail Allan  
Clerk of the Urban County Council

COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON,  
HARRISON, AND NICHOLAS  
COUNTIES, INC.

BY: \_\_\_\_\_  
Sharon Price, Executive Director

ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **EXHIBIT “A”**

Lexington/Fayette Urban County Government  
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas  
Counties, Inc.

### **Scope of Work**

The Organization’s application, which is attached and incorporated herein, shall serve as its Scope of Work.

**Total Number:** By the end of each respective year, as defined in the Purchase of Service Agreement, at least 24 individuals will obtain a license or certification as a result of the training provided by Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. in the fields and programs provided in its Scope of Work.

These individuals must be different from those served in previous Purchase of Service Agreements under this government program. Participants served by multiple organizations with money provided under this government program may only be counted by one organization.

## **EXHIBIT “B”**

Lexington/Fayette Urban County Government  
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas  
Counties, Inc.

### **Workforce Development Grant Policies and Guidelines**

#### **Key Dates & Timeline:**

The grant application process is beginning for a 2-year funding cycle (July 1, 2024-June 30, 2026). Grant guidelines and a link to the grant application will be posted on Wednesday, February 26, 2024 at 9 a.m., on Lexington-Fayette Urban County Government’s Economic Development website:

[www.lexingtonky.gov/workforcedevelopment](http://www.lexingtonky.gov/workforcedevelopment). Complete applications must be received by 4:00 p.m. Eastern Time on March 26, 2024. All documents must be submitted electronically. The application submittal date will begin on Wednesday, February 26, 2024, at 9 a.m. and end on March 26, 2024. Applications submitted electronically after 4:00 p.m. on March 26, 2024, will not be considered.

#### **Grant Workshop:**

A grant workshop to address questions will be held on Monday, March 4<sup>th</sup>, 2024, from 2:00- 3:00 pm via Zoom at <https://us02web.zoom.us/j/85873026760?pwd=UStzVkZKcjRLU0c2NlZLV20wam1GUT09>  
*Meeting ID: 858 7302 6760 Passcode: 322786*

#### **Contact Information:**

Questions related to the grant guidelines and application process can be found at our website at [www.lexingtonky.gov/workforcedevelopment](http://www.lexingtonky.gov/workforcedevelopment) or be directed to Amy Glasscock, Director of Business Engagement, by email at [aglasscock@lexingtonky.gov](mailto:aglasscock@lexingtonky.gov).

### **1.0 General Information**

#### **1.1 Purpose**

The Lexington-Fayette Urban County Government (LFUCG) has historically partnered with economic and workforce development agencies for the purpose of providing economic and workforce development services. These agencies are diverse in their missions and work plans, and provide services that create jobs and grow payroll, influence growth and tax base enhancement, and enhance economic well-being of the community.

The availability of up to \$400,000 in economic development grants was authorized by the Lexington-Fayette Urban County Council for the Year One of this grant cycle. The application process outlined below will be the application process for a 2-year funding cycle. The availability of future funds for year two of this grant cycle will be contingent on the approval of the funds authorized by the Lexington-

Fayette Urban County Council. The acknowledgement of this contingency will be agreed-upon by all awarded agencies in all grant award contracts.

## **1.2 Priorities / Categories**

The Lexington-Fayette Urban County Government (LFUCG) is interested in funding projects that will positively impact economic and workforce development in the City of Lexington, that align toward a common goal, particularly in the following areas:

- Certification / licensure training
- Employment entry / re-entry

### **Requirements (Certification or licensure training)**

Certification or licensure training must lead to attainment of a certificate or a license. The training period for the certificate or license must be one (1) year or less. If the training for the certificate or licensure is more than one (1) year, the applicant will be ineligible for the funding for the certificate/licensure tract. The certificate or license must be awarded by at least one of the following entities:

- An accredited organization or educational institution (accredited by a certifying agency external to the organization/business/educational institution).
- A business that is participating in Kentucky's Registered Apprenticeship Program.
- A department within the Commonwealth of Kentucky.
- An instructor who holds a current certificate in the industry, awarded by an accredited organization or educational institution.

Certificates awarded must be in one of the following sectors:

- Business & Information Technology
- Health Sciences
- Advanced Manufacturing
- Transportation & Logistics
- Construction & Skills Trades
- Childcare & Education
- Other (other licenses/certificates may be considered by the scoring committee)

A copy of the certificate or licensure attainment must be provided as part of the outcome reports. All individuals tracked for this grant cycle must be newly enrolled within the respective grant cycles (July 1, 2024- June 30, 2026).

### **Requirements (Employment entry/Re-entry)**

Employment entry / re-entry grant programming must lead to employment. Employment entry is defined as someone who has not worked and is entering the workforce and is paying into the payroll tax system. Employment re-entry is defined as an individual who is re-entering the workforce or not held

consecutive employment and is paying into the payroll tax system. All individuals tracked in employment for this grant cycle must be newly enrolled within the grant cycles.

### **1.3 Funding**

Grant Year 1 is defined as July 1, 2024 – June 30, 2025.

Grant Year 2 is defined as July 1, 2025 – June 30, 2026.

An applicant may request up to \$50,000 per year. Upon award of the grant, the funds shall be disbursed to the grantee on a reimbursement basis upon submission of an invoice with adequate supporting documentation.

Any award for Grant Year 2 will be awarded contingent on approval of the funds in that LFUCG budget cycle and contingent on each agency meeting their respective performance metrics. As such, acceptance of a grant application does not guarantee funds for Grant Year 2. The acknowledgement of this contingency will be agreed-upon by all awarded agencies in all grant award contracts.

**Only one application per grant category per agency is allowed. If more than one program would be supported by the proposed funding, a separate grant application will need to be submitted for each distinct program within the agency's single application. There will be no joint agency applications accepted.**

The Chief Development Officer, Director of Business Engagement, and the Office of Economic Development anticipates more requests than it can support, compelling the scoring committee to make judgments based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level. This funding is intended to support programs that meet the eligibility criteria established below.

### **1.4 Funding Activities Eligible funding activities include:**

1. Staff wages for time devoted to grant program participants;
2. Cost of books/curriculum/software directly related to the testing of participants;
3. Licensure/certification costs;
4. Transportation assistance related to employment or training;
5. Wages for clients who are in internships/apprenticeships/work-based learning experiences;
6. Other activities/supportive services that directly benefit the training and/or employment outcomes of grant participants.

To ensure funds awarded under this program are used for approved activities, each applicant must submit a budget with the grant application. The applicant's budget will be attached as an exhibit to the Purchase of Services Agreement and must be followed throughout the grant cycle if the organization is ultimately awarded funds.



### 1.5 Eligibility In order to qualify, all applicant agencies MUST:

1. Use funds to support impactful approaches that generate improvements in areas related to economic and workforce development (Ex: certification or licensure, employment entry/reentry). This funding is not intended to support general agency operations, salaries, capital, or construction projects, other than overhead required to support the proposed program.
2. The ability to allocate a minimum of fifty (50) percent of the awarded funds to direct participant certification/licensure training services, direct participant employment entry/reentry services, or direct participant activities/supportive services.
3. Have a business license filed by the grant award date and provide services or placements in Lexington-Fayette County.
4. Be an accredited organization or educational institution, a nonprofit, a private business participating in Kentucky's Registered Apprenticeship Program, or a private business that has a business license filed with the LFUCG Department of Revenue. Local, federal, or state government entities are not eligible for this grant opportunity.
5. Agree to negotiated training, placement, licensure and/or certification outcomes.
6. Execute one or more Purchase of Service Agreement(s) (PSA), to be provided by LFUCG.
7. Have a Unique Entity ID (UEI) and provide documentation indicating active status.

### 1.6 Criteria Competitive applicants WILL:

1. Deliver services that are cost-effective, demand-driven, and high impact.
2. Address at least one (1) of the (2) priorities (Sec 1.2) set forth by the Economic Development Investment Board.
3. Provide programming that is consistent with the Economic Development priorities set by the LFUCG and Economic Development Investment Board (<https://www.lexingtonky.gov/browse/government/economic-development>).
4. Show clear outcomes related to success or proof of licensure and/or certification. (All individuals tracked for outcomes must be newly enrolled after July 1, 2024.)
5. Show evidence of program success. This can include a record of successful outcomes of the program, or evidence of the agency's success in related endeavors.
6. Provide a detailed budget with the grant application.
7. Provide a plan for program sustainability beyond organizations receipt of award.
8. Agree to have a financial audit performed before monetary award is distributed.

### 1.7 Timeline

**All timelines are projections and are ultimately subject to Urban County Council approval:**

Grant application posted	February 26, 2024
Grant Workshop	March 4, 2024
Application submission due date	March 26, 2024
Applications scored by committee and recommendation readied	April 2024
Recommendations are made to the Economic Development Investment Board	April 2024

Presentation made to the Budget, Finance, and Economic Development Committee	April 2024
Urban County Council approval process/announcement of grant award recipients	May 2024
Program tracking will begin	July 1, 2024 – June 30, 2025 July 1, 2025 – June 30, 2026

## 2.0 Application Submission

Grant guidelines and the application link will be posted on Wednesday, February 26, 2024, on Lexington's Economic Development website: [www.lexingtonky.gov/workforcedevelopment](http://www.lexingtonky.gov/workforcedevelopment).

All applications must be received by the Director of Business Engagement by March 26, 2024, by the 4:00 pm Eastern Standard Time deadline. All documents must be submitted electronically. The application submittal date will begin on February 26, 2024, and end on March 26, 2024. Instructions to complete the on-line application process will be available at [www.lexingtonky.gov/index.php/workforcedevelopment](http://www.lexingtonky.gov/index.php/workforcedevelopment).

The application shall contain the required supporting documents and respond to one or more established funding priorities/categories. The Chief Development Officer, the Director of Business Engagement, and the scoring committee members will review the applications and may request clarification on the information submitted. After each application is received, clarifications may be requested, and subsequent responses will be due five (5) business days from the request. Applications containing significant omissions of required information or failure to provide requested subsequent responses will be removed from consideration. Once the application has been submitted, a notification will automatically be sent to notify the sender that it was successfully submitted.

### 2.1 Application Review and Project Presentation

After the application is submitted and scored by the Chief Development Officer, the Director of Business Engagement, and the scoring committee members, those members will make recommendations to the Economic Development Investment Board which will review the recommendations. The board may ask for an in-person presentation on the proposed program. Selection of an organization as a grantee does not constitute approval of the grant application as submitted. Additionally, the board may enter into negotiations about such items as program components, funding levels, and desired outcomes in place to support grant implementation. After the Economic Development Investment Board makes a recommendation, the Lexington-Fayette Urban County Council will have final approval of funding levels.

### 2.2 Acceptance or Rejection or Application

The LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgment, best serve the interests of the Urban County Government. Applications not found to be complete may be considered non-responsive and removed from the process.

## **2.3 Council Approval**

Each grant agreement shall be approved by the Lexington-Fayette Urban County Council. Agencies that have been approved for funding by the Economic Development Investment Board will be considered for final approval from the Council. Agencies are not required to prepare a presentation for the Council.

The LFUCG and the agencies will enter into a purchase services agreement (PSA) for the provision of the services provided by the agency to the community. The LFUCG shall provide a standard PSA. The agency will be required to provide a scope of work to be performed and the LFUCG will develop a quarterly report to be submitted by the agency as determined by the PSA for purposes of tracking outcomes and monitoring. This report shall indicate the work and outcomes of the agency up to that quarter. If a PSA cannot be finalized within thirty (30) days of the award and LFUCG reserves the right to decline to fund the application at its sole discretion.

## **2.4- Award Administration**

LFUCG will use performance reports, on-site visits, and other reasonable measures to determine whether or not the agency is meeting its proposed outcomes and if funds have been handled appropriately.

Grant funding for Year 1 will be disbursed on a reimbursement basis in one or more disbursements upon receipt of invoice with supporting documentation, by check mailed to the address provided in the agency's application. Invoices must be submitted quarterly. As stated above, grant funding in Year 2 will be contingent on approval of the funds in that budget cycle by the Lexington-Fayette Urban County Council and the agency successfully fulfilling the grant performance metrics established in its grant award contract.

Disbursements of the future portions are contingent upon appropriate use of the previous disbursements and proper filing of required reporting.

If grant funds are mishandled or used for purposes other than those stated in the application, LFUCG reserves the right to demand repayment of all or a portion of the disbursed funds. Moreover, mishandling of grant funds will significantly and adversely impact a program's chances of receiving funding from LFUCG in the future.

## **3.0 Performance Goals and Reporting**

Grantees must agree to any requested on-site monitoring visit by LFUCG and submit performance reports as required by the PSA. The applicants will be held to outcomes provided in the application, and failure to meet those outcomes may result in intervention by Chief Development Officer, repayment of grant funds, and may also have a significant impact on decisions regarding future grants with LFUCG.

The Director of Business Engagement will provide a required form that must include information regarding grant activities, participant names, employer names, performance goals, and milestones, as well as identify a few standardized data elements to be reported based on the defined outcomes in the

application. The applicant will be required to upload the form into a secure cloud-based software for administration of the report. The Chief Development Officer and the Economic Development Investment Board will require the applicant to continue to track training outcomes of participants until the end of the grant cycle.

For applicants applying for reentry/entry funds, applicants will need to track job-placed participants after initial placement into employment until the end of the grant cycle. For applicants applying for certificate / licensure funds, proof of certificate/licensure attainment will be required to be submitted for any additional payments.

Seventy-five (75%) of the participants served in the program must be residents of Fayette County or must find employment in Fayette County. Failure to meet this requirement may result in intervention by Chief Development Officer, repayment of grant funds, and may also have a significant impact on decisions regarding future grants with LFUCG.

## **EXHIBIT “C”**

Lexington/Fayette Urban County Government  
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas  
Counties, Inc.

### **Budget for Services**